

Gerald C. Bender (GB-5849)
 Lawrence A. First (LF-9650)
 FRIED, FRANK, HARRIS, SHRIVER
 & JACOBSON
 (A Partnership Including
 Professional Corporations)
 Attorneys for Debtors
 and Debtors-in-Possession
 One New York Plaza
 New York, New York 10004
 (212) 859-8000

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	Chapter 11
	:	Case Nos. 00 B 41065 (SMB)
RANDALL'S ISLAND FAMILY GOLF	:	through 00 B 41196 (SMB)
CENTERS, INC., <u>et al.</u> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
- - - - -	x	

AFFIDAVIT OF LAWRENCE A. FIRST
 PURSUANT TO BANKRUPTCY RULE 2014 ON
 BEHALF OF FRIED, FRANK, HARRIS,
 SHRIVER & JACOBSON AS ATTORNEYS FOR
 DEBTORS-IN-POSSESSION, AND DISCLOSURE
 PURSUANT TO SECTION 329 OF THE
 BANKRUPTCY CODE AND BANKRUPTCY RULE
 2016 SUPPLEMENTING, CLARIFYING AND
 CORRECTING AFFIDAVIT SWORN TO ON
MAY 4, 2000

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

LAWRENCE A. FIRST, being duly sworn, deposes and says:

1. I am an attorney duly admitted and in good standing to practice before the United States District Court for the Southern District of New York, and a member of the firm of Fried, Frank, Harris, Shriver & Jacobson, a partnership which includes professional corporations ("Fried Frank"). I respectfully submit

this affidavit to supplement, clarify and correct certain limited information set forth in my affidavit sworn to on May 4, 2000 (the "May 4 Affidavit"), which was submitted in support of the application (the "Application") of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), to retain Fried Frank as their attorneys in the above-captioned chapter 11 cases, pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code").

2. The ranges of the hourly rates for Fried Frank's lawyers and legal assistants are as follows: the hourly rates for partners range from \$490 per hour to \$800 per hour; the hourly rates for "of counsel" range from \$420 to \$625 per hour; the hourly rates for "special counsel" range from \$420 per hour to \$475 per hour; the hourly rates for associates range from \$235 per hour to \$400 per hour; and the hourly rates for legal assistants range from \$90 per hour to \$175 per hour. The hourly rate of an individual attorney or an individual legal assistant is fixed and based upon a variety of factors, including, among others, seniority and area and nature of expertise. In the normal course of business, Fried Frank revises its hourly rates from time to time. With respect to a number of Fried Frank's engagements, the law firm receives premiums in excess of the standard hourly rates set forth above. In addition, as set forth in my prior affidavit, the hourly rates for professional services rendered by bankruptcy and restructuring partners, "of counsel" and "special counsel" in non-Bankruptcy Court authorized and approved engagements are higher than the hourly rates charged by

such professionals in connection with section 327 engagements. The hourly rates for partners, "of counsel" and "special counsel" that are not bankruptcy and restructuring professionals are not so adjusted. Our bankruptcy and restructuring associates and legal assistants also have one hourly rate for all engagements.

3. Additionally, in order to supplement the disclosure set forth in May 4 Affidavit, the Fried Frank attorneys and legal assistants who are currently performing services in the above-captioned cases and the hourly rates attributable to their work, effective as of the date of this Affidavit, are:

Harvey L. Pitt	(Partner since 1978; Law School Class of 1968)	\$800
Brad Eric Scheler	(Partner since 1984; Law School Class of 1977)	\$650
James A. Schropp	(Partner since 1981; Law school Class of 1973)	\$590
Meyer Last	(Partner since 1991; Law school Class of 1982)	\$590
Lawrence A. First	(Partner since 1994; Law School Class of 1987)	\$540
Janice Mac Avoy	(Partner since 1996; Law School Class of 1988)	\$515
Gerald C. Bender	(Special Counsel since 1997; Law School Class of 1984)	\$435
Joelle Halperin	(Special Counsel since 1997; Law School Class of 1983)	\$435
Catherine E. Finnerty	(Associate, Class of 1996)	\$345
Debra E. Altschuler	(Associate, Class of 1995)	\$335
Gary L. Kaplan	(Associate, Class of 1997)	\$325
James R. Savin	(Associate, Class of 1997)	\$325

Robin B. First	(Associate, Class of 1996)	\$300
Brian W. Harvey	(Associate, Class of 1999)	\$250
Paul Fabsik	(Legal Assistant)	\$130
Mariana Fradman	(Legal Assistant)	\$100

4. As set forth in my May 4 Affidavit, in connection with Fried Frank's prepetition engagement by the Debtors, during the one year period prior to May 4, 2000 (the "Filing Date"), and with respect to professional and ancillary services rendered and to be rendered, Fried Frank received from the Debtors payments in the aggregate amount of \$628,447.63. As of the Filing Date, the aggregate dollar amount of Fried Frank's charges for professional and ancillary services provided to the Debtors during the one year period prior to the Filing Date totaled \$592,433.72. Accordingly, as of the Filing Date and presently, Fried Frank has in its possession a net advance payment in the aggregate dollar amount of \$36,013.91; Fried Frank will credit such dollar amount against dollar amounts awarded to Fried Frank by this Court with respect to applications for compensation and reimbursement of expenses submitted by Fried Frank to and approved by this Court.

5. To further supplement and update the disclosure with respect to Fried Frank's "connections" within the meaning of Bankruptcy Rule 2014, Fried Frank is currently representing Zolfo Cooper, LLC ("Zolfo Cooper"), the Debtors' financial advisor, in a matter that is wholly unrelated to the Debtors and these chapter 11 cases. In my view, this representation does not

affect Fried Frank's disinterestedness, nor is it likely to do so
in the future.

/s/ Lawrence A. First
Lawrence A. First

Sworn to before me this
12th day of September, 2000

Gary L. Kaplan
Notary Public
State of New York
No. 02KA6035543
Expires 01/03/2002

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